Revision number: 2 Purchasing Agent: Eula Neel

Item: VEHICLES, 2002 PONTIAC

Vendor: 29647E Young Pontiac Cadillac GMC

P O Box 686

Layton UT 84041-0686

Internet Homepage: www.youngpontiac.com

Telephone: (800) 570-0601

Fax number: (801) 593-9852

Contact: Steve Bendt

Email address:

Brand/trade name: Pontiac

Price: See Attached

Terms: Net 14 Business Days Effective dates: 08/16/2001 to 08/31/2002

Days required for delivery: PENDING FACTORY PRODUCTION SCHEDULING

Price guarantee period: 08/16/2001 to 8/31/2002

Minimum order: 1 VEHICLE

Min shipment without charges: N/A

Other conditions: FOR PRICE VERIFICATION CALL JARED

GARDNER AT (801) 537-9243.

REVISION #2 - TO CHANGE NAME OF PURCHASING AGENT

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



NOTICE: Purchase of vehicles listed on this contract require prior authorization and approval (see "Ordering Procedure" below). The purchase of any vehicle model, series and factory installed options are subject to review for appropriateness. Vehicles listed on this contract are NOT to be assumed pre- approved for agency or political subdivision use.

PRICING: Prices listed below are for the BASE VEHICLE ONLY. Prices for factory installed options and applicable option credits are covered by this contract and are available at DOUBLE NET invoice prices (see "Ordering Procedures" for assistance with optional equipment).

The Base DOUBLE Net Price (DNP) is calculated as follows: Manufacturer-to-Dealer Invoice Price on the base equipped vehicle (no options) LESS holdback, LESS financing.

The Contract Base Price is the contract price you pay for the base equipped vehicle. The Contract Base Price is calculated as follows: Base Double Net Price PLUS destination charge PLUS dealer profit LESS Government Price Concession.

All user selected factory installed options and applicable option credits must be added/deducted to/from the Contract Base Price to arrive at the Final Vehicle Purchase Price. All user selected factory installed options and applicable option credits are to be taken at the TRIPLE NET invoice price which is Manufacturer-to-Dealer invoice price less approximately 3%.

All prices are firm for the model year (through August 31, 2002) or until the factory production cutoff date is reached (this date is generally announced by the manufacturer in late winter or early spring). Firm pricing also applies to factory installed options. Any price decreases in the base vehicle, factory installed options or additional rebates/incentives offered during the model year are to be made available to the ordering entity.

ORDERING PROCEDURES:

For STATE AGENCIES: This contract is an AR contract (authorization required). State agencies MUST coordinate purchases through the following individual: Jim Colby (801) 619-7237

For POLITICAL SUBDIVISIONS: Political Subdivisions should work directly with their respective fleet/motor pool managers or designates when ordering a vehicle.

Users of PC Carbook can pre-configure vehicles complete with pricing to facilitate ordering. Entities who do not subscribe to the PC Carbook service may contact Jim Colby (801) 619-7237 or Jared Gardner (801) 537-9243 for assistance and guidance in determining vehicle pricing.

OPTIONAL EQUIPMENT:

For STATE AGENCIES: The above mentioned motor pool managers will assist in configuring a vehicle to meet your requirements using PC Carbook. They will generate reports listing all standard and optional equipment at the Triple Net price. They will also perform a comparative analysis of other similar makes and models on contract to determine the best value given your agency requirements for intended use.

For POLITICAL SUBDIVISIONS: Contact your respective motor pool manager for assistance. A number of political subdivision fleet/motor pool managers are now using PC Carbook. If you do not have a fleet/motor pool manager or you do not have access to PC Carbook, you may call either Jim Colby (801) 619-7237 or Jared Gardner (801) 537-9243 for assistance in selecting optional equipment and generating comparative vehicle reports.

PC CARBOOK: PC Carbook is NOT required in order to use this vehicle contract. However, for those entities responsible for purchasing or configuring several vehicles each year, the information available through PC Carbook may save you many man-hours. PC Carbook is an excellent tool for calculating the Triple Net price of factory installed optional equipment. PC Carbook is a subscription software service for new, used and leased vehicles. It is available at a group rate of \$785/year through statewide price agreement PA-891.



SPECIFIC FEATURES OF THIS CONTRACT

I. The CONTRACT BASE PRICE includes:

- 1. All standard equipment
- 2. All deductions for holdback, financing and advertising
- 3. All deductions for government price concessions/bid assistance, rebates and incentives
- 4. Destination Charges from manufacturer to dealership
- 5. Dealer profit
- 6. All dealer preparation and pre-servicing costs. (No price deduction is available to those entities wishing to perform their own pre-servicing work):
 - a. All adjustments required to meet Utah safety inspection requirements and emmission control certifications.
 - b. Tuning of engine for high altitude (4500 ft.)
 - c. Adjustments of all accessories to optimal working condition.
 - d. Inspection of electrical, braking and suspension systems.
 - e. Charging of battery.
 - f. Alignment of front end.
 - g. Inflation of tires to optimal pressure.
 - h. Computer spin balancing of all wheels including spare.
 - i. Lubrication of engine and chassis. Filling of all lubrication reservoirs (crankcase, power steering, transmission, differential, power brakes) with appropriate lubricants for current operating temperatures.
 - j. Servicing of cooling system with permanent type antifreeze and summer coolant for -20 deg. F. Windshield

washer fluid reservoirs to be full and of a type suitable to -20 deg. F.

- k. Interior and exterior to be clean and fully detailed.
- 1. Correction of all factory defects prior to delivery.

7. Documentation:

- a. Operators (owners) manual.
- b. Manufacturer's warranty information.
- c. Original odometer statement (if entity is registering their own vehicle).
- d. Manufacturer's statement of origin (MSO) (if entity is registering their own vehicle).
- e. Application for title properly completed and signed (if entity is registering their own vehicle).
- f. Dealer's triple net invoice.
- g. Manufacturer's specifications attached to vehicle.
- h. Signed pre-delivery checklist certifying completion of the above listed items.

8. Registration:

- a. Registering and affixing the state authorized "EX" type centennial plates prior to delivery. (No price deduction is available for entities wishing to register their own vehicle).
- 9. Full tank of gas.
- 10. Three (3) sets of pre-tested keys marked with the VIN number and license plate number.
- 11.Delivery costs up to a 90 mile radius of dealership. (A \$1.00/mile charge one way shall apply beyond the 90 mile radius.

CALCULATING THE FINAL PURCHASE PRICE OF A VEHICLE IS EASY:

Contract Base Price

PLUS

Factory Installed Options (at triple net)

PLUS

Delivery Charge beyond 90 mile radius (if applicable)



EQUALS Final Purchase Price

II. The Dealership Also Agrees to the Following:

- 1. To provide shop/service and parts manuals at an additional cost of \$180.00/each to interested entities.
- 2. To charge a 25% APR finance charge to all late invoices. Terms of the contract are NET 14 BUSINESS DAYS from date of approved invoice.
 - 3. The contract may be canceled if, but not limited to, the following conditions should they arise: 1) the dealer sells fleet vehicles to the retail market, 2) the dealer/mfg. substitutes product or equipment without entity
- authorization, 3) the dealer/mfg. excessively delays delivery, 4) the dealer/mfg. provides poor workmanship, 5) the dealer fails to perform as outline in the bid specifications, 6) the dealer fails to provide adequate customer service/support, and 7) pricing irregularities contrary to the contract are not supported by written documentation from the manufacturer.
- 4. To make every effort to notify the ordering entity within 14 day of order placement of the factory's acceptance of order, the scheduled build date and anticipated delivery date; and to deliver within the quoted lead time. Dealer agrees that the ordering entity may cancel the order if the 14 day period for factory acceptance/confirmation/build date schedule is not conveyed to the ordering entity or if delivery appears to be 30 days longer than the original quoted delivery date.
- 5. Prior to delivery of any vehicle, the dealer will notify and make arrangements with the ordering entity for the purposes of conducting a physical inventory of the vehicle(s).

SUGGESTED ORDERING PROCEDURES FOR STATE AGENCIES

- 1. Agency determines need for vehicle and required features.
- 2. Agency contacts the appropriate fleet manager (State Motor Pool/Division of Fleet Operations, Public Safety, Natural Resources or Transportation.
- 3. The fleet manager, after consulting with agency personnel: 1) determines the appropriateness of the request, 2) determines the appropriate standard and optional equipment requirements, and 3) configures a vehicle specification sheet by make, model and style based upon the standard optional equipment requested.
- 4. The fleet manager performs the following: 1) determines the final purchase price of the vehicle, 2) makes a comparative price analysis of various competing makes and models, 3) provides requesting agency with the comparative analysis worksheets for review, and 4) makes a recommendation to the agency as to which vehicle meets requirements at the lowest final purchase price.
- 5. Agency reviews the comparative analysis and recommendation. If in agreement, agency instructs fleet manager(in writing) to proceed with purchase. If in disagreement, agency recommends the alternative to the fleet manager and submits written justification to support the alternative choice.
- 6. If the fleet manager agrees, the fleet manager generates an order worksheet listing the vehicle and all selected options, discounts, incentives, etc. and calculates the final purchase price.
- 7. The fleet manager contacts the Division of Fleet Operations. The Division of Fleet Operations will issue an authorization control number.
 - 8. The fleet manager then places order with the appropriate dealer via fax, mail, phone, etc.
- 9. Dealer enters the order and submits written documentation via mail or fax confirming order placement and factory acceptance. A build number and scheduled build date should be provided to the fleet manager within 14 business days of order placement.
 - 10. Dealer provides frequent status reports on all orders placed with the ordering entity's fleet manager.
- 11. The ordering entity's fleet manager provides frequent status reports on all orders placed to the requesting agency.
- 12. Upon receipt and acceptance of vehicle, the fleet manager sends a copy of the invoice along with the authorization control number to the Division of Fleet Operations.



SUGGESTED ORDERING PROCEDURES For Political Subdivisions

Each entity should: 1) work directly with their own fleet manager or motor pool personnel who will follow the same or similar procedures as those listed above, or 2) if the ordering entity lacks the resources and desires to utilize the services of the State Motor Pool/Division of Fleet Operations' Fleet Manager, they may do so. In such a case, the State Motor Pool/Division of Fleet Operations' Fleet Manager will follow the same or similar procedures as those listed above EXCEPT the ordering entity will be responsible for: 1) determining the appropriateness of their own vehicle requirements, 2) justifying their own alternative decisions, 3) placing their own vehicle order, and 4) obtaining their own order status reports and disseminating such information to their user entities 5) inspecting their own vehicles, and 6) approving and paying their own invoices.

MODEL NUMBER	DESCRIPTION	CONTRACT PRICE*
2JB37	Sunfire 2 dr, Coupe SE / 1SA	\$11,864.11
2JB69	Sunfire, 4 dr Sedan SE / 1SA	\$12,092.33
2JD37	Sunfire, 2 dr Coupe GT / 1SA	\$13,802.61
2NE37	Grand Am, 2 dr Coupe SE / 1SA	\$13,956.92
2NE69	Grand Am, 4 dr Sedan SE / 1SA	\$14,222.42
2NF37	Grand Am, 2 dr Coupe SE1 / 1SA	\$15,487.97
2NF69	Grand Am, 4 dr Sedan SE1 / 1SA	\$15,753.47
2NW37	Grand Am, 2 dr Coupe GT / 1SA	\$17,581.00
2NW69	Grand Am, 4 dr Sedan GT / 1SA	\$17,846.50
2NV37	Grand Am, 2 dr Coupe GT1 / 1SA	\$18,704.95
2NV69	Grand Am, 4 dr Sedan GT1 / 1SA	\$18,970.45
MODEL NUMBER	DESCRIPTION	CONTRACT PRICE*
2WK69	Grand Prix, 4 dr Sedan SE / 1SA	\$17,659.22
2WP37	Grand Prix, 2 dr Coupe GT / 1SA	\$19,044.25
2WP69	Grand Prix, 4 dr Sedan GT / 1SA	\$19,177.00
2WR37	Grand Prix, 2 dr Coupe GTP / 1SA	\$21,775.92
2WR69	Grand Prix, 4 dr Sedan GTP / 1SA	\$21,889.74
2FS87	Firebird, 2 dr Coupe / 1SA	\$16,542.43



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2FV87	Firebird, 2 dr Coupe Formula / 1SA	\$21,388.56
2FS67	Firebird, 2 dr Conv. / 1SA	\$23,102.03
2FV87	Firebird, 2 dr Coupe Trans Am / 1SA	\$23,876.86
2FV67	Firebird, 2 dr Conv. Trans Am / 1SA	\$27,478.81
2HX69	Bonneville, 4 dr Sedan SE / 1SB	\$21,940.40
2HY69	Bonneville, 4 dr Sedan SSE / 1SA	\$24,568.85
2HZ69	Bonneville, 4 dr Sedan SSEi 1/1SB	\$28,433.87
2UV16	Montana, 3 dr Reg WB / 1SV	\$19,779.00
2UN16	Montana, 4 dr Reg WB / 1SA	\$20,857.00
2UM16	Montana, 4 dr Ext WB / 1SC	\$22,118.35
2UT16	Montana, 4 dr Ext WB, AWD/1SX	\$25,598.38

^{*}Includes all costs except factory installed options and applicable mileage beyond 90 miles.

FINET COMMODITY CODE(S): 07006000000-AUTOMOBILES AND STATION WAGONS

2002 Model Year Order Cutoff Dates for Cheurislet & and Models:

CHEVROLET - Passenger Cars	
Prizm	Finished
Camaro Convertible	Finished
Camaro Coupe	April 5, 2002
Camaro B4C Special Service Package	March 8, 2002
Malibu / Impala / Monte Carlo / Cavalier	April 5, 2002
(Includes Impala with 9C1/9C3/9C6	
Police/Taxi Packages)	

Avalanche Silverado (All Models/Powertrains) Silverado with SEO/SEO Paint Tahoe/Suburban Tahoe/Suburban with SEO/SEO Paint including 5W4 Special Service Package C3500HD without SEO C3500HD without SEO Paint Astro Astro with SEO/SEO Paint Express (Including Cutaway) Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT Venture	CHEVROLET - Light Duty Trucks
Silverado with SEO/SEO Paint Tahoe/Suburban Tahoe/Suburban with SEO/SEO Paint including 5W4 Special Service Package C3500HD without SEO C3500HD with SEO/SEO Paint Astro Astro with SEO/SEO Paint Express (Including Cutaway) Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	Avalanche
Silverado with SEO/SEO Paint Tahoe/Suburban Tahoe/Suburban with SEO/SEO Paint including 5W4 Special Service Package C3500HD without SEO C3500HD with SEO/SEO Paint Astro Astro with SEO/SEO Paint Express (Including Cutaway) Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	Silverado (All Models/Powertrains)
Tahoe/Suburban with SEO/SEO Paint including 5W4 Special Service Package C3500HD without SEO C3500HD with SEO/SEO Paint Astro Astro with SEO/SEO Paint Express (Including Cutaway) Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	
including 5W4 Special Service Package C3500HD without SEO C3500HD with SEO/SEO Paint Astro Astro with SEO/SEO Paint Express (Including Cutaway) Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	Tahoe/Suburban
C3500HD without SEO C3500HD with SEO/SEO Paint Astro Astro with SEO/SEO Paint Express (Including Cutaway) Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	Tahoe/Suburban with SEO/SEO Paint
C3500HD with SEO/SEO Paint Astro Astro with SEO/SEO Paint Express (Including Cutaway) Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	including 5W4 Special Service Package
Astro Astro with SEO/SEO Paint Express (Including Cutaway) Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	C3500HD without SEO
Astro with SEO/SEO Paint Express (Including Cutaway) Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	C3500HD with SEO/SEO Paint
Express (Including Cutaway) Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	Astro
Express (All) with L18 or L65 Engine Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	Astro with SEO/SEO Paint
Express with SEO/SEO Paint Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	
Blazer / S10 Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	Express (All) with L18 or L65 Engine
Blazer / S10 with SEO/SEO Paint Trailblazer / Trailblazer EXT	Express with SEO/SEO Paint
Trailblazer / Trailblazer EXT	Blazer / S10
	Blazer / S10 with SEO/SEO Paint
Venture	Trailblazer / Trailblazer EXT
	Venture

GMC Light Duty Trucks
Sierra (All Models/Powertrains)
Sierra with SEO/SEO Paint
Yukon / Yukon XL / Denali
Yukon / Yukon XL with SEO/SEO Paint
Classic Sierra 3500HD without SEO
Classic Sierra 3500HD with SEO/SEO Paint

Safari		
Safari	with SEO/SEO Paint	
Savana	(Including Cutaway)	
	(All) with L18 or L65	Engine
Savana	with SEO/SEO Paint	
Sonoma		
Sonoma	with SEO/SEO Paint	
Envoy	/ Envoy XL	

March 28, 2002 March 28, 2002 March 22, 2002 March 28, 2002 March 22, 2002 March 13, 2002 February 13, 2002 May 10, 2002

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Februa	ry	13,	200
May 10	, 2	002	
April	19,	200	12
April	19,	200	2
March	15,	200	2
April	12,	200	2
May 3,	20	02	
April	19,	200	12
May 3,	20	02	
April	26,	200	2

March	28,	200	2
March	22,	200	2
March	28,	200	2
March	22,	200	2
March	13,	200	2
Februa	ry	13,	2002

May 10, 20	002
April 19,	2002
April 19,	
March 15,	2002
April 12,	2002
May 3, 200	
April 19,	2002
May 3, 200	02

2002 Portine Model Cutoffs:

PONTIAC
Firebird Convertible
Firebird Coupe
Bonneville / Grand Am / Grand Prix / Sunfire
Montana
Aztek

Finished April 5, 2002 April 5, 2002 April 26, 2002 April 19, 2002